

Memorandum of Understanding
Health Services for Former Agnews Developmental Center Consumers
December 28, 2007

Purpose: The Departments of Developmental Services (DDS) and Health Care Services (DHCS) share a mutual goal of providing appropriate, high quality community medical care and services to Consumers/Members with developmental disabilities who reside or resided at Agnews Developmental Center (DC) and who live in or are transitioning from Agnews DC to residential care facilities in Alameda, San Mateo and Santa Clara counties pursuant to the Agnews Plan of Closure, and whose individual program plan (IPP) documents the need for coordinated medical and specialty care that exceed those that are available through the traditional Medi-Cal fee-for-service (FFS) or managed care plan systems. In order to meet the unique needs of these Consumers/Members, services provided under contract with the DHCS for these Consumers/Members shall be provided by Medi-Cal managed care health plans that are currently operational in these counties as a county organized health system or a local initiative if consumers, where applicable, choose to enroll. This Memorandum of Understanding delineates the responsibilities of both departments pursuant to Welfare & Institutions (W&I) Code section 4474.5. For purposes of this document, all references to regional centers (RCs) mean San Andreas Regional Center, Regional Center of the East Bay, and Golden Gate Regional Center; and, all references to health care plans (HCPs) mean Health Plan of San Mateo, Alameda Alliance for Health, and Santa Clara Family Health Plan.

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Administration	<ul style="list-style-type: none"> • Will coordinate activities, facilitate communication and identify appropriate participants for work groups to ensure continuity and appropriateness of dental, medical, and mental health care. • Will consult with the DHCS during the policy and/or budget development process on all issues related to health care services for persons who are leaving Agnews DC. • Will support the development and review of agreements between RCs and HCPs. 	<ul style="list-style-type: none"> • Will coordinate activities with HCPs, facilitate communication and identify appropriate participants for work groups to ensure the medical and non-specialty mental health needs for those persons leaving Agnews DC are met per contractual requirements. • Will consult with the DDS during the policy and/or budget development process on all issues related to health care services for persons who are leaving Agnews DC. • Will support the development and review of agreements between RCs

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		and HCPs.
Rate Development	<ul style="list-style-type: none"> • Will provide DHCS relevant fiscal data to assist with the budget development for the Medi-Cal Estimate. • Will work with the DHCS in identifying appropriate reimbursement mechanisms for Agnews services including outpatient and transition services. • Will provide DHCS relevant encounter data, discharge statistics, and other pertinent information necessary to develop compensation to the HCPs. 	<ul style="list-style-type: none"> • Will consult with the DDS during the rate development process for HCPs. • Will work with the DDS in identifying appropriate reimbursement mechanisms for Agnews services including outpatient and transition services. • Will work with the DDS in identifying appropriate reimbursement mechanisms for HCP's in delivery of medical care services per contractual agreement for persons discharged from Agnews DC including covered outpatient medical services and covered medical transition services.
Data Exchange	<ul style="list-style-type: none"> • Will work with the RCs to support the provision to the DHCS on a weekly basis the names, Social Security Numbers (SSN), projected community placement dates and actual community placement dates for Agnews consumers transitioning into the Bay area in a secure manner in accordance with statutes and regulations related to State and federal confidentiality and privacy protections. • Will work with the RCs to support the provision to DHCS the names and SSNs of Agnews consumers that were 	<ul style="list-style-type: none"> • Will share with the DDS information regarding the numbers of enrollees, and type and quantity of health care services that are provided by HCPs to Agnews consumers that have moved into the community, as available. • Will share with the counties and the Social Security Administration, as appropriate, the names and SSNs of consumers to be placed in the community to initiate or complete the eligibility process, including any inter-county transfer and placement in appropriate aid code.

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	<p>placed in the community as part of the Agnews Plan of Closure prior to the establishment of these transitional arrangements but who meet the criteria for and will be covered under these transitional arrangements.</p> <ul style="list-style-type: none"> • Will support the RCs provision of medical information to DHCS and/or health plans to support the transition of person's to the community and to assure the provision of appropriate care in accordance with state and federal confidentiality and privacy protections. 	
Consumer Transition	<ul style="list-style-type: none"> • Will support the activities of the RCs to assure that services required under the IPPs are available and appropriate. • Will support activities of RCs to provide information to consumers, families, and or guardians necessary to make enrollment decisions and facilitate HCP enrollment. • Will assist the RCs in the development of an individualized health transition plan that provides specific information on how the person's health needs will be met in the community prior to the person's placement. 	<ul style="list-style-type: none"> • Will support the activities of HCPs to assure that required health care services are available and appropriate after enrollment in the HCP. • Will assist DDS and the RCs in facilitating the enrollment of persons in HCPs by working with counties and the Social Security Administration to establish eligibility and with DHCS' enrollment contractor to assist RCs with enrollment decisions.
Community Health Services	<ul style="list-style-type: none"> • Will provide oversight of RCs to assure the ongoing delivery of RC 	<ul style="list-style-type: none"> • Will provide oversight of HCPs to assure the ongoing delivery of health

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	<p>services consistent with the IPP.</p> <ul style="list-style-type: none"> Will support the RCs implementation of the Bay area quality management system (QMS) and advise the DHCS of any barriers or concerns identified through the QMS. 	<p>care services are consistent with individual needs and meet contractual requirements.</p> <ul style="list-style-type: none"> Will establish and implement a quality management system that evaluates the outcomes of needed health care services and advise the DDS of any barriers or concerns.
Training	<ul style="list-style-type: none"> Will provide and assure the provision of training to RCs, HCPs, community service providers, families, consumers, and stakeholders to promote the appropriate and adequate provision of health care services for Agnews consumers. 	<ul style="list-style-type: none"> Will consult with and assist DDS in the provision of training to RCs, HCPs, community service providers, families, consumers, and stakeholders to promote the provision of health care services for Agnews consumers. Will work with HCPs to assure their participation in informing community service providers, families, consumers and stakeholders about their health care services, including those covered by their Medicare Advantage/Special Needs Plans.
Dispute Resolution	<ul style="list-style-type: none"> Will identify policy issues related to the implementation of the provision of health services and attempt to resolve with the DHCS informally. Any policy issue that cannot be resolved will be addressed at the department director level. 	<ul style="list-style-type: none"> Will identify policy issues related to the implementation of the provision of health care services and attempt to resolve with the DDS informally. Any policy issue that cannot be resolved will be addressed at the department director level.

Term: This Memorandum of Understanding shall be effective 1/1/08 through 12/31/08. It may be amended only by written consent of both departments and shall be reviewed at least annually to determine whether amendments are necessary. This MOU shall remain in full force and effect until it is determined jointly by DDS and DHCS that it shall be terminated.